

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

----- X
DARREN JOHNSON,

Plaintiff

v.

BRUCE W. KAUFFMAN, J.

DOCTOR STEMPLER,

DOCTOR DENNIS MOYER,

COMMISSIONER MARTIN HORN,

PRISON HEALTH SERVICES, INC.,

CORRECTIONAL PHYSICIAN SERVICES, INC.,

Defendants
-----X

Case Number: 00-CV-711
CIVIL ACTION

*This is the
3rd Amended
Complaint*

**PLAINTIFF'S SECOND AMENDED
MEDICAL MALPRACTICE COMPLAINT**

Plaintiff Darren Johnson, pro se, for his second amended complaint pursuant to 28 U.S.C. §1363 against Doctor Stempler, Doctor Dennis Moyer, Commissioner Martin Horn, Prison Health Services, INC., Correctional Physician Services, INC., alleges as follows:

JURISDICTION AND VENUE

This action is brought pursuant to the Eighth and Fourteenth Amendments of the United States Constitution and the torts of negligence, medical malpractice. This court has jurisdiction over this action pursuant to 28 U.S.C. §1331 and the aforementioned constitutional provisions. This court also has jurisdiction over Plaintiff's PENDING State Claims pursuant to 28 U.S.C. §1367.

2. Venue properly lies in this District pursuant to 28 U.S.C. §1391(b)(2), because the events giving rise to this cause of action occurred at the Department of Corrections (hereinafter "DOC") facility, which is the State Correctional Institute at Graterford, (hereinafter "SCI-Graterford" or "Graterford"), in Graterford, PA, which is located within the Eastern District of Pennsylvania.



PARTIES

3. Plaintiff Darren Johnson(hereinafter "Johnson") is and was, at all times relevant hereto, a prisoner in the custody of the Department of Corrections (DOC). At the time of the events relevant hereto, Johnson was incarcerated at SCI-Graterford.
4. Defendant Doctor Stempler(hereinafter "Stempler") was, at all times relevant hereto, a physician employed or retained by CPS or PCS to provide medical services at the DOC facility, which is SCI-Graterford. He is sued in his individual capacity.
5. Defendant Doctor Dennis Moyer(hereinafter "Moyer"), was at all times relevant hereto, a physician employed or retained by either CPS or PHS to provide medical services at the DOC facility which is SCI-Graterford. He is sued in his individual capacity.
6. Defendant Commissioner Martin Horn(hereinafter "Horn") was, at all times relevant hereto, Commissioner of the DOC, and SCI-Graterford. He is sued in his individual capacity.
7. Defendant Prison Health Services, INC.(hereinafter "PHS")was, at all times relevant hereto, had a contract to provide medical services to inmates at SCI-Graterford. They are sued in their official capacity.
8. Defendant Correctional Physician Services, INC.(hereinafter "CPS"), was, at all times relevant hereto, had a contract to provide medical services to inmates at SCI-Graterford. They are sued in their official capacity.

All defendants have acted, and continue to act under color of state law at all times relevant to this complaint.

FACTS

9. On June 9, 1999, Johnson went to the main yard and while playing volleyball, injured his right knee.
- ~~10. Johnson was taken to the Institution's dispensary at approximately 1800 hours and was issued an ice pack and motrin. He was told to sign up for sick call for an x-ray and diagnosis.~~
11. On June 10, 1999, Johnson went to sick call and received a 5 day medical lay-in and issued a pair of crutches.
12. On June 12, 1999, Johnson received a pass to report to the dispensary. Plaintiff's right knee was then x-rayed.
13. On June 14, 1999, Johnson signed up for sick call because the swelling was still present in his right knee. It is the custom of the Medical Department that Sick Call passes be placed in a box on the middle of the block the night before. Johnson had to get someone to place the request in the box and wait until the next morning. He experienced sleepless nights.
14. On June 15, 1999, Johnson went to sick call and spoke to Defendant Doctor Dennis Moyer, a defendant selected and retained by either CFS or PBS. who issued plaintiff a pass for the dispensary for 1400 hours to receive a knee tap.
- ~~15. At approximately 1400 hours, Johnson arrived at the dispensary. Defendant Doctor Dennis Moyer gave Johnson a knee tap without novocaine or any other local anesthesia.~~
16. The knee tap related supra was witnessed by a CO Snyder, who was assigned to that area that day.
17. The performance of the knee tap without any local anesthesia caused Johnson extreme and intense pain. Johnson explained that he was in extreme pain and could not bend his knee because his kneecap was out of place. His knee was out of place, swollen, and painful. Johnson also explained to the sick call

nurse that this may be the same thing that has happened to him earlier in his incarceration and showed her the scar on his left knee.

18. On June 22, 1999, Johnson once again signed up for sick call because he was still experiencing pain and swelling in his right knee. Johnson obtained another pass to the dispensary to see Doctor Dennis Moyer.

19. Defendant Doctor Dennis Moyer gave Johnson another knee tap without any local anesthesia. Neither CPS or PHS questioned Doctor Dennis Moyer's actions.

20. The performance of the second knee tap without any local anesthesia caused Johnson extreme and intense pain.

21. On July 2, 1999, Johnson received a pass to report to the Clinic Office to receive a knee brace. While there, the Office Secretary, Rose, told Johnson that she was going to call Doctor Baddick because Johnson's "knee didn't look proper". Doctor Baddick was the Supervising Doctor, either selected or retained by CPS or PHS.

22. Doctor Baddick arrived in the Examining Room a short while later. After examining Johnson's right knee, Doctor Baddick stated that something is definitely wrong with Johnson's Patella.

23. Doctor Baddick instructed Johnson to return to the dispensary at 1300.

24. Johnson returned to the dispensary at 1300 hours. Doctor Baddick informed Johnson that he was going to tap Johnson's knee.

25. Doctor Baddick then assembled an assortment of equipment and administering a local anesthesia of novocaine, Doctor Baddick also explained to Johnson that "your condition (injury in fact) was submitted to the Medical Departments Review Board (CPS and

PHS) to be voted on to be taken to an outside hospital, but it was denied, then a Doctor Eugene Pratt tapped Johnson's knee. Upon information and belief, the voting system is a practice used to determine if patients should be taken to outside facilities for medical treatment. Because of this denial to send Johnson to an outside hospital, Defendant's CPS and PHS failed to formulate, adopt, and enforce adequate rules and policies to ensure quality care for inmates at Graterford. Johnson also contends that because of this practice, CPS and PHS, with deliberate indifference to the consequences, maintained a practice of prioritizing inmates, which directly caused his harm in violation of the Eighth Amendment of the U.S. Constitution. On information and belief, this same practice has happened to Gregory Sourbeer, Mike Winters (affidavits submitted with the court), and Timothy Winder BQ-5101.

26. Johnson experienced no pain as Doctor Pratt performed the knee tap.

27. On July 9, 1999, Johnson was summoned to the Dispensary and issued a knee brace by the Dispensary Secretary Ms. Rose, as well as authorization to wear/possess it for 30 days.

28. On July 15, Johnson was seen at the Institutions Orthopaedic Clinic by Defendant, Dr. Stempier, who told Plaintiff that nothing was wrong with his knee except a raised Patella.

29. Johnson was told by Defendant Dr. Stempier, who is selected and retained by either CPS or PHS to "just do leg exercises and to take the knee brace off".

30. On July 16, 1999, Johnson was taken to an outside MRI Center. Shortly thereafter, PHS and CPS received the MRI report that displayed the exact type of injury in fact that Johnson had. But nothing was said to Johnson. Even, assuming that PHS and CPS

possibly reviewed these reports within a minimum of 72 hours, it could be concluded that PHS and CPS had knowledge that Johnson had a serious injury, and therefore, at the first instance, ~~actual knowledge from the medical records of Johnson, that~~ created the injury in fact. Still, nothing was said to Johnson. Because CPS and PHS knew that Johnson had a serious injury (ruptured patella tendon), for several weeks, without any outside medical treatment.

31. The Doctor (Doctor Richard Mandel) at Suburban General Hospital informed Johnson that (because) of the (delay) in him being brought to Suburban General Hospital, they would have to operate in his knee and place a wire in his knee. Doctor Mandel then stated "As a matter of fact, I am going to call them (CPS and/or PHS at the institution) right now! At that point, CPS, and PHS had, the second instance, if even assuming, actual knowledge of the procedures that caused harm to Johnson. He then came back and said "Are you ready for the surgery? And the two guards that escorted me their said, "We weren't scheduled to stay". The delay was caused by the failure of Commissioner Martin Horn, CPS and PHS to oversee all persons who practice medicine within its walls as to patient care; and failed to formulate, adopt, and ~~enforce adequate rules and policies to ensure quality care for~~ inmates(patients). Because no guards were scheduled to stay for the surgery of Johnson, Johnson was brought back to the institution, and nothing else was said to Johnson.

32. Johnson was informed by a Doctor Richard Mandel, that he may experience pain on occasions after the operation and will not be able to extend or bend his leg fully. This was the same day as indicated in #31.

33. Johnson was informed that these conditions would be permanent. Since the filing of the complaint, Johnson does have permanent damage to his injury in fact, right leg. This is the same day as indicated in #31.

34. On July 30, 1999, Johnson went to the Institution's dispensary because of the pain in his right knee. Johnson was issued a prescription for Motrin by the dispensary nurse Ms. Carnes.

35. Nurse Carnes charged Johnson \$2.00 for the Motrin and another \$2.00 for the visit to the dispensary for a total of \$4.00.

36. On September 17, 1999, 100 days later, Johnson went to the Mercy Suburban Hospital in Norristown, PA to have reconstructive surgery performed on his right knee which required 1 day of outside medical treatment. Because of the misdiagnosis and malpractice caused by Doctors Moyer and Stempler. Delays in scheduling, follow-up examinations, emergency medical treatment processing to an outside hospital were also delayed. PHS, CPS and Commissioner Martin Horn had subjective knowledge and their practice were deliberately indifferent to Johnson in violation of the Eighth Amendment of the U.S. Constitution.

37. On November 23, 1999, Edna Rice, Physical Therapist had Johnson use weights to try and strengthen his knee.

38. When Johnson returned to his physical therapy sessions on December 1, 1999, he explained to the physical therapist that he was experiencing pain on the left side of his knee.

39. On January 4, 2000, the Physical Therapist, Edna Rice, took back the cane Johnson had been using notwithstanding the fact that he still needs it.

43. Soon after, Johnson filed administrative grievances all the way to Final Review.

CAUSE OF ACTION

**COUNT I. CRUEL AND UNUSUAL PUNISHMENT AGAINST
DEPENDANTS DOCTORS DENNIS MOYER, AND DOCTOR STEMPLER**

44. Johnson incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

45. Defendants Doctor Dennis Moyer and Doctor Stempler were both deliberately indifferent to Johnson's serious medical need in violation of the Eighth Amendment of the U.S. Constitution.

46. Defendants, Doctor Moyer and Doctor Norman Stempler both knew of the obvious danger to Johnson if his condition remained untreated, yet they failed to treat his condition in a timely manner.

47. As a result of their actions and omissions, Defendants Doctor Dennis Moyer and Doctor Stempler committed medical malpractice under the State Tort claim of

~~COUNT II. CRUEL AND UNUSUAL PUNISHMENT AGAINST DEFENDANTS~~

**MARTIN HORN, PRISON HEALTH SERVICES, INC,
AND CORRECTIONAL PHYSICIAN SERVICES, INC.**

48. Johnson incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

49. Defendants, Martin Horn, Prison Health Services, Inc., and Correctional Physician Services, Inc. were deliberately indifferent to Johnson in violation of the Eighth Amendment to the U.S. Constitution.

DEPENDANT MARTIN HORN

50. The failure of Defendant Martin Horn to take disciplinary or other actions to curb the known pattern and practice of medical malpractice and delays in treatment constituted deliberate indifference, and contributed to and proximately caused the above described violation of Eighth Amendment rights and Medical Malpractice.

51. The failure of Defendant Martin Horn to act on prior complaints of Doctors Dennis Moyer, Doctor Stempler, PHS, and CPS, which he knew of or reasonable should have known that a practice and pattern of medical malpractice on inmates at SCI-Graterford has emerged, constitutes deliberate indifference and contributed to and proximately caused the above violation of the Eighth Amendment of the U.S. Constitution.

PHS AND CPS

52. Johnson incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

53. The failure of PHS and CPS, after two separate occasions of notification, that Johnson had a serious medical need, established and maintained a practice which directly caused Johnson to have permanent damage to his right leg, were deliberately indifferent to Johnson in violation of the Eighth Amendment of the U.S. Constitution.

COUNT III. MEDICAL MALPRACTICE AGAINST DEFENDANTS**DOCTORS DENNIS MOYER AND DOCTOR STEMPLER**

54. Johnson incorporates by reference the allegations in the preceding paragraphs as if fully set herein.

55. Defendants Doctors Moyer and Stampler rendered treatment which fell below the standard of medical practice in the community in which they failed to diagnose or **TIMELY** treat the symptoms related to Johnson's injury.

56. The failure to diagnose and treat the symptoms related to Johnson's injury caused Johnson to suffer serious and permanent harm.

57. The failure of Doctors Dennis Moyer and Doctor Stampler to provide Johnson with adequate treatment of his injury in fact constitutes the tort of medical malpractice under the law of .

58. The actions and omissions set forth above were willful and malicious and they were performed in wanton disregard for Johnson's health and safety.

**COUNT IV. CORPORATE NEGLIGENCE AGAINST DEFENDANTS
PRISON HEALTH SERVICES, INC., AND
CORRECTIONAL PHYSICIAN SERVICES, INC.**

59. Johnson incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

60. Defendants Prison Health Services, Inc. and Correctional Physician Services, Inc. are liable to Johnson on a theory of Corporate Negligence in that they failed to select and retain only competent physicians and nurses, which was a breach of duty causing direct liable to Johnson.

61. Defendants Prison Health Services, Inc. and Correctional Services, Inc. failed to oversee all persons who practice medicine within its walls as to patient care, which was also a breach of duty and are directly liable to Johnson.

62. Defendant Prison Health Services, Inc. and Correctional Physician Services, Inc. failed to formulate, adopt, and enforce adequate rules and policies to ensure quality care for patients was also a breach of duty and is therefore liable to Johnson.

63. The failure of Prison Health Services, Inc. and Correctional Physician Services, Inc. after having actual knowledge on two separate occasions, of Johnson's injury in fact, and procedures(delays) which created more harm to Johnson constitutes a cause of action under the torts of Corporate Negligence.

64. The failure of Prison Health Services, Inc. and Correctional Physician Services, Inc to timely treat Johnson's injury in fact, with emergency medical treatment, caused Johnson to require a more extensive surgery, therefore, constitutes a cause of action under the torts of Corporate Negligence.

COUNT V.

INTENTIONAL INFLECTION OF

EMOTIONAL DISTRESS AGAINST ALL DEFENDANTS

65. Johnson incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

66. Because of the defendants conduct, Johnson is suffering from psychological and physical injuries for the negligent acts of the defendants.

COMMONWEALTH OF PENNSYLVANIA)
County of Montgomery)

SS:

AFFIDAVIT IN SUPPORT
OF PLAINTIFF'S PHYSICAL AND PSYCHOLOGICAL
INJURIES

I, Darren Johnson, plaintiff, hereby declare:

That on July 27, 2001, I went to sick call at SCI-Graterford, complaining of stomach problems. After further investigation, it was concluded that I have a stomach tumor caused by and incurred in military service. When I told the medical department at SCI-Graterford, they informed me that I would have to get minor surgery. I was sent a pass to report to the Dispensary. When I arrived at the dispensary, to at least get further tests to verify at least, if the tumor's extraction would cause me any future problems. When I arrived at one of the rooms to receive the surgery, it was a one, Doctor Dennis Moyer, to perform the task. He explained to me that I didn't need the surgery until I am released from prison. I was kind of relieved because of the fear of being subjected to another malpractice or medical mistake.

No tests were done to inquire if this same tumor that I still have is causing any problems to my stomach. Therefore, I still have the physical injury.

DECLARATION

I, Darren Johnson, declare that the foregoing is true and correct to the best of my knowledge, information, and belief.

Signed this 24 day of March, 2002

[Signature]

EXHIBIT
P-1

1 APPEARANCES :

2
3 ANGUS R. LOVE, ESQUIRE

4 924 Cherry Street

5 Suite 523

6 Philadelphia, Pennsylvania 19107

7 (215) 925-2966

8 For the Plaintiff

9 GOLD, BUTKOVITZ & ROBBINS, P.C.

10 BY: ALAN S. GOLD, ESQUIRE

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13 Elkins Park, Pennsylvania 19027

14 For the Defendants
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23
24

Glen Jeffes

EXAMINATION BY

MR. LOVE:

Q. Okay. Mr. Jeffes, I know you well, but for the sake of the record, if you could briefly summarize your educational and employment background.

A. I have a master's degree from Michigan State University. My employment background, I started in Corrections approximately 1959 at the United States Federal Penitentiary in Atlanta where I was a Navy school instructor. I then spent five years in Iowa's prison system as a personal administrator. I spent three years in the Idaho prison system as the deputy warden at the Idaho State Penitentiary. I came to Pennsylvania in 1972 as the first deputy for treatment at the State Correctional Institution of Rockview. From there I moved to the State Correctional Institution in Dallas where I was a superintendent for ten years, and then was temporarily the superintendent at Graterford in 1983 for approximately six months. I then was appointed Acting Commissioner by Governor Thurnburg.

Glen Jeffes

1 During this period the Bureau of Corrections was
2 elevated to department level status, and I was
3 the first secretary of Corrections for the
4 Commonwealth. I retired in 1990, and actually in
5 1987 there was a change in administrations. I
6 then worked at Lehigh County as director of
7 Corrections. In 1991 I went into the private
8 sector and worked for Correctional Physician
9 Services which later became Prison Health
10 Services and I retired in 2001.

11 Q. And you're currently retired?

12 A. Yes.

13 Q. And your current address?

14 A. Is 3 Pleasanton,
15 P-L-E-A-S-A-N-T-O-N, Drive, East Berlin,
16 Pennsylvania 17316.

17 Q. I'd like to focus on your career
18 with CPS. It's Correctional Physician Services;
19 is that correct?

20 A. That's correct.

21 Q. And were you the founder of that
22 organization?

23 A. No, I was not.

24 Q. Can you tell us a little bit

Glen Jeffes

1 about how it got set up and what your role was.

2 A. The founder and president was Dr.
3 Keenan Umar. The founder was Dr. Keenan Umar who
4 formed his own company Correctional Physician
5 Services. Their initial contract was at the
6 State Correctional Institution at Graterford. At
7 the early point in time, I was the director of
8 Corrections in Lehigh County. He asked me if I
9 would help him with the contract at Graterford.
10 I then left Lehigh and actually was the site
11 administrator for CPS or the Graterford contract.
12 When that contract ended, CPS bid on the eastern
13 region which involved those prisons. Let's see,
14 I think there were six or seven altogether, and I
15 then moved to their corporate headquarters in
16 Blue Bell, and basically was director of
17 operations for the company overseeing the
18 contracts in Pennsylvania, Virginia and Florida.

19 Q. Now, when you were the site
20 administrator at Graterford, what were your job
21 duties?

22 A. Basically my job duties were to
23 oversee the day to day operation of the
24 contracted responsibility of CPS in the delivery

Glen Jeffes

1 of basically health-care services. CPS was
2 responsible for delivering health-care services
3 with the exception of nursing services.

4 Q. And what were the dates for that
5 particular job?

6 A. I started in April, 1991, and I'm
7 trying to think, maybe a year or two, I don't
8 recall when that contract ended, and then from
9 there, of course, we bid on the state-wide
10 contract. I don't recall the date.

11 Q. Then you became the director of
12 operations somewhere in '93-ish?

13 A. Somewhere in the early '90s,
14 whenever they were awarded the state contract for
15 the eastern region. The state was divided up
16 into three regions medically, the eastern, the
17 central and the western. And CPS bid and was the
18 successful bidder for those institutions in the
19 eastern region.

20 Q. And how long did you have that
21 position?

22 A. Until the company was sold, I
23 think, in 1999 to Prison Health Services.

24 Q. Do you recall when in 1999 it was

Glen Jeffes

1 sold?

2 A. No. I think it was the early part
3 of 1999, but I don't recall.

4 Q. Okay. And tell us about your job
5 as director of operations. What did that entail?

6 A. Basically that position involved
7 overseeing our delivery of contracted services in
8 those states, in those areas for which we held
9 contracts, and some were full contracts. By that
10 I mean full service medical contracts. Others
11 were just partial. So it depended on the
12 contract and the services that were awarded.

13 In Pennsylvania, the eastern
14 region was basically full service with the
15 exception of nursing at Graterford.

16 Q. And describe what full service
17 means.

18 A. Well, full service basically was
19 medical services which included dental and
20 pharmacy, medical dental pharmacy.

21 Q. And were the doctors employees of
22 CPS?

23 A. Most of the doctors were
24 independent contractors with the exception of the

Glen Jeffes

1 corporate medical director.

2 Q. Now, you said it was sold to PHS.
3 Did they assume all of those contracts when they
4 bought the company?

5 MR. GOLD: Objection for "sold."
6 The company wasn't sold. The contract
7 was sold, if I recall. I just want to
8 make no one was speaking here.

9 BY MR. LOVE:

10 Q. Okay. If you could make that
11 distinction, I'm not sure what that means.

12 So CPS had contracts and those
13 contracts were sold to Prison Health
14 Services; is that correct?

15 A. To the best of my knowledge.
16 Again I was not directly involved in the sale.

17 Q. Do you know what happened to CPS
18 after the contracts were bought by PHS?

19 A. To the best of my knowledge, CPS
20 ceased to exist, at least from my perspective,
21 because I went to work for Prison Health
22 Services. They picked up the Pennsylvania
23 contract from CPS and I went to work for them.

24 Q. Was that contract in midstream or

Glen Jeffes

1 was it renegotiated?

2 A. The contract was ongoing. The
3 contract was still in place.

4 Q. So they just became --

5 A. They just became Prison Health
6 Services.

7 Q. And you continued to function
8 with them?

9 A. Right.

10 Q. And as part of your job as
11 director of operations, was Graterford one of the
12 institutions that had the contract?

13 A. Yes.

14 Q. And did you do anything at
15 Graterford in those days?

16 A. I'm not clear what you mean.

17 Q. That was a poor question.

18 What were your responsibilities as
19 director of operations with regard to
20 the State Correctional Institute at
21 Graterford?

22 A. Basically Prison Health Services
23 was to oversee the contracted health services at
24 Graterford and all the other institutions in the

Glen Jeffes

1 eastern regions which Prison Health Services
2 took over from Correctional Physician Services.
3 That basically was to ensure that those contracts
4 for which services were required, that they were
5 provided.

6 Q. Do you know any of the terms of
7 the agreement between PHS and CPS?

8 A. No, I do not.

9 Q. Did you gain financially from the
10 sale of the company?

11 A. No, I did not.

12 Q. So you just became an employee of
13 a different company; is that correct?

14 A. That's correct.

15 Q. Did you own any stock in CPS?

16 A. No.

17 Q. Any stock in PHS?

18 A. I did have -- I did own some
19 stock in PHS, which they had a profit or stock
20 purchase program for employees.

21 Q. And where is PHS located?

22 A. They're in Tennessee. I'm going
23 to say Asheville, but it's a suburb of Nashville.

24 Q. Do you offhand have that address?

Glen Jeffes

1 A. Not right off the top of my head.

2 Q. Okay.

3 A. They're in Nashville. They're a
4 public health cooperation and they're traded
5 outright. I think they still trade on either
6 NASDAQ or the New York Stock Exchange, one or the
7 other.

8 Q. Do you know if they're paying
9 Mr. Gold for representation in this case?

10 A. I have no idea.

11 Q. Now, going back to 1999. I'd
12 like to get an understanding of the limits of the
13 contract at Graterford with regard to the role of
14 the Department of Corrections, the role of CPS
15 and the role of in-house doctors and the role of
16 outside consultants. Can you discuss that a
17 little bit, please?

18 A. Well, in terms of what? Each
19 institution had a medical director on site. The
20 corporation had a corporate medical director.

21 Q. Do you know the name of that
22 individual at Graterford at that time?

23 A. Let's see here. I can't remember
24 whether it was Dr. Moyer. We had two or three

Glen Jeffes

1 and I don't remember specifically. I know Dr.
2 Moyer was a medical director at one point in
3 time, but I can't give you the -- I don't know
4 the dates. I don't recall the dates.

5 Q. And he would have been an
6 employee of CPS?

7 A. He was an employee of CPS.

8 Q. Okay. And what else can you tell
9 me about the relationship between the doctors the
10 department and CPS?

11 A. Well, basically the contract set
12 forth the services that were to be provided to
13 the institution and generally provided a full
14 range of medical services, which involved daily
15 sick call. Inmates would put in a request to be
16 seen on sick call. They were seen on a daily
17 basis by a physician. Later we did add, and I
18 can't give you the dates of physician assistants.
19 So they were either seen by a physician or
20 physician assistant who would evaluate the
21 individual, make a diagnosis, and to my knowledge
22 lay out a course of treatment. And if other
23 tests were needed, that physician could order
24 those tests, or if the services of a specialist

Glen Jeffes

1 might be needed, then the physician could make a
2 recommendation that the individual be seen by a
3 specialist.

4 Q. And who would that recommendation
5 go to?

6 A. The recommendation usually went
7 to the medical director. And generally speaking,
8 those were -- I'm not aware of any that were
9 generally disapproved. But we were instructed --
10 I know that the medical director, Dr. Domino for
11 the company, he made it clear to our physicians
12 that he expected them to provide the same level
13 of care for inmates that they provided for their
14 patients in the private sector. So if the clinic
15 or if the specialist had to see less than five
16 patients, they could be seen on site. If they
17 had to be -- excuse me, let me see here. I'll
18 make sure I got this right. If it was less than
19 five patients, they could be taken off site. If
20 it was more than five patients, then the
21 specialist had to come on site.

22 Q. And the medical director made
23 that final determination of when to consult an
24 outside specialist; is that correct?

Glen Jeffes

1 A. No, generally what would happen,
2 the physician would fill out a referral form
3 which would go to the medical director. The
4 medical director would review it, and to my
5 knowledge, approve it. It would then go to a
6 nurse who would then schedule the appointment
7 with the respective specialist, whoever that
8 might be.

9 We had several clinics that we ran
10 on a regular basis, on a monthly basis. For
11 example, neurology, we had a monthly clinic on
12 site for neurology; we had one for optometry; we
13 had one for oral surgery.

14 Q. Didn't you also have one for
15 orthopedics?

16 A. Yes. Yes, we did have an
17 orthopedic.

18 Q. Now, the monthly or orthopedic
19 clinic, was that conducted by an outside
20 specialist who came to Graterford?

21 A. Yes.

22 Q. Do you recall who that was back
23 then?

24 A. As I recall, I think it was Dr.

Glen Jeffes

1 Stempler, Norman Stempler.

2 Q. Do you know what hospital he was
3 affiliated with?

4 A. Suburban General.

5 Q. Now, are the physicians'
6 assistants employees of CPS?

7 A. The physician assistants at that
8 time were employees of CPS.

9 Q. Okay. But the doctors were not?

10 A. Pardon?

11 Q. The doctors, other than Dr.
12 Moyer, --

13 A. The consultants were basically
14 independent contractors.

15 Q. And the doctors on site, other
16 than Dr. Moyer, were also independent
17 contractors; is that correct?

18 A. Generally, yes.

19 Q. Okay. Now, what would be the
20 procedure if a doctor ordered X-rays?

21 A. If the doctor ordered X-rays,
22 Graterford was one of the few institutions that
23 we had a full-time X-ray technician and X-ray
24 equipment on site, so the X-rays would be done on

Glen Jeffes

1 site by the X-ray technician, depending upon what
2 the physician ordered to be X-rayed.

3 Q. And did that have to be approved
4 by Dr. Moyer or was that just based on --

5 A. Well, no. In most cases when a
6 physician ordered X-rays, they were just
7 scheduled by the X-ray tech and followed through
8 and then the department had or we had a
9 radiologist under contract who read the X-rays
10 on, if I remember, correctly on a daily basis
11 and the results were reported back to the
12 institution.

13 Q. Now, what about procedures for an
14 MRI?

15 A. In terms of what?

16 Q. Would it be different than the
17 X-ray? If the doctor says, "We need an MRI," you
18 do it," or does it have to be approved by
19 somebody? And that I don't believe was in-house.

20 A. I really don't recall. I'm not
21 sure. Generally tests that were ordered by staff
22 physicians, to the best of my knowledge, were
23 almost -- I mean, to my knowledge, I can't recall
24 any that were disapproved. They were whatever

Glen Jeffes

1 the staff physician recommended be done. Those
2 were generally followed through by the site
3 medical director. An MRI would have had to have
4 been done off site.

5 Q. And where would that have been,
6 Suburban General, if you recall?

7 A. Yes, I think so.

8 Q. Now, as with Mr. Johnson in this
9 case, would the normal procedure or routing be
10 that if it's an orthopedic issue and he was dealt
11 with by the regular doctor, he'd first go to the
12 orthopedic clinic before there would be a
13 consideration of an outside consultant or does it
14 not matter?

15 A. Well, I'm not sure how this case
16 was handled. But initially, procedurally what
17 should have happened or would have happened is
18 the individual probably would have initially
19 showed up on sick call. Or if he had been
20 injured, let's say, in yard out, he would then go
21 to the clinic area in the medical unit for
22 initial examination.

23 If he was seen by a nurse, the
24 nurse would, you know, do whatever they were

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1 taking the inmate from the prison to where the
2 appointment was; stayed with the inmate until the
3 appointment was completed and then return him to
4 the institution.

5 Q. So they would stay as long as it
6 was necessary or was there a timeframe on these
7 escort services?

8 A. No, there was never a time on the
9 escort. When we went, the inmate was taken out
10 for the appointment. They stayed with him until
11 whatever needed to be done was completed.

12 Q. So whatever the outside
13 consultant felt needed to be done, they would
14 stay there until then?

15 A. Until the tests or whatever they
16 were doing was completed, that's correct.

17 Q. Okay. So they were under the
18 direction at that point of the outside consultant
19 and not your organization or the Department of
20 Corrections?

21 A. No, our responsibility
22 contractually was to provide the medical care,
23 schedule any appointment that needed to be
24 scheduled off site. Then the Department of

Glen Jeffes

1 Corrections, in this case then Graterford would
2 be responsible for assigning the escort officers
3 and the vehicle; take the inmate from the prison
4 to wherever he needed to go; stay with him until
5 whatever medical treatment and/or tests needed to
6 be done, and that at the completion of that,
7 return him to the institution.

8 Q. Now, let me give you a
9 hypothetical. If the outside consultant said,
10 "Gee, there's a big problem here; I have to deal
11 with it immediately;" the escorts would be
12 required to stay until that was completed?

13 A. Well, I'm not sure. What are you
14 saying, in dealing were the inmate or some other
15 inmate or some other problem?

16 Q. No, if the outside consultant --
17 well, I'll just tell you, in Mr. Johnson's case
18 the outside consultant looked at Mr. Johnson and
19 said, "You need an operation immediately;"
20 would the escort then be obliged to wait until
21 that operation was finished?

22 A. If the doctor wanted to move
23 forward with the operation, he was going to do it
24 immediately like within the next hour or so, the

Glen Jeffes

1 officers would stay with the, they would stay
2 with the inmate. They would call back to the
3 institution generally and/or either call or radio
4 and advise them what they were going to do. But
5 their responsibility was to stay with the inmate
6 until the treatment was completed or whatever was
7 ordered as a part of it by the specialist.

8 Q. Now, going back to CPS, if the
9 specialist said, "I need to do something right
10 away," would he have to contact CPS to get
11 approval or could he just go right ahead?

12 A. Well, I would suspect that he
13 would probably have called the medical director
14 if it was more than what they recommended. In
15 other words, if he had been scheduled for tests,
16 they took him out and the tests were conducted
17 and then the specialist felt that he needed to go
18 in another direction, then I think as part of
19 protocol, I'm assuming he would call the medical
20 director and advise him as to what the
21 recommendations, what his recommendations for
22 course of treatment would be. I mean, I would
23 think, but I don't have any personal knowledge.

24 Q. And it would be up to the medical

Glen Jeffes

1 director whether or not to approve the additional
2 emergency treatment?

3 A. The medical director had that
4 authority. The medical director on site had that
5 authority.

6 MR. LOVE: Okay. I think that's
7 all I have. Thank you very much former
8 Secretary Jeffes.

9 THE WITNESS: Okay. Thank you.

10 COURT REPORTER: Mr. Gold, do you
11 want a copy, sir?

12 MR. GOLD: Yes.

13 MR. LOVE: Thank you, Alan.

14 MR. GOLD: Thank you.

15 (Whereupon the oral telephone
16 deposition was concluded at 2:25 p.m.)

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C E R T I F I C A T I O N

I hereby certify that the proceedings, evidence and objections noted are contained fully and accurately in the notes taken by me on the hearing of the above deposition, and that this is a correct transcript of the same.

Registered Professional Reporter
October 26, 2005

(The foregoing certification of this transcript does not apply to any reproduction of the same by any means, unless under the direct control and/or supervision of the certifying reporter.)

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INSTRUCTION TO WITNESS

Read your deposition over carefully. It is your right to read your deposition and make changes in form or substance. You should assign a reason in the appropriate column on the errata sheet for any change made.

After making any change in form or substance which has been noted on the following errata sheet, along with the reason for any change, sign your name on the errata sheet and date it.

Then sign your deposition at the end of your testimony in the space provided. You are signing it subject to the changes you have made in the errata sheet, which will be attached to the deposition before filing. You must sign in front of a witness in the space provided. The witness need not be a notary public. Any competent adult may witness your signature.

Return the original errata sheet and transcript to the deposition attorney (attorney asking questions) promptly. Court rules require filing within 30 days after you receive the deposition.

	ERRATA SHEET		
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CERTIFICATION PAGE

I hereby acknowledge that I have
read the foregoing transcript dated _____
and the same is a true and correct transcription
of the answers given by me to the questions
propounded, except for the changes, if any,
noted on the Errata Sheet.

SIGNATURE: _____

DATED: _____

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

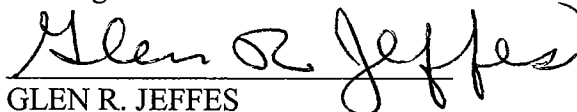
DARREN JOHNSON : CIVIL ACTION
V. : NO. 00-CV-711
NORMAN STEMLER, M.D., DENNIS : JURY TRIAL DEMAND
MOYER, M.D., et al.

VERIFICATION

I, Glen Jeffes, hereby verify the following:

1. During the time period from 1990 through 2000 I was an administrator at Correctional Physician Services, Inc. in charge of insuring that health care was provided to inmates at the State Correctional Institution at Graterford.
2. At no time during that time period did Correctional Physician Services, Inc. have any policy or practice of delaying surgery or other healthcare for inmates at the State Correctional Institution at Graterford.
3. I never knew of any such policy. I never approved of any such policy.
4. On occasion prison officials in the employ of the Commonwealth of Pennsylvania, without the consent of Correctional Physician Services, Inc., would delay the sending of inmates to outside consultants for examinations and to hospitals for treatment for security reasons or other administrative reasons.
5. At no time did Correctional Physician Services, Inc. approve of this. Most of the time Correctional Physician Services, Inc. was not even aware of it until after the fact.
6. Correctional Physician Services, Inc. had no control over when inmates saw outside consultants.

I hereby verify that the above statements are true and correct to the best of my knowledge, information and belief. I also understand that the statements contained herein are subject to the penalty of perjury pursuant to 28 U.S. §1746 relating to unsworn falsification to authorities.


GLEN R. JEFFES

Date: 2/12/05



IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

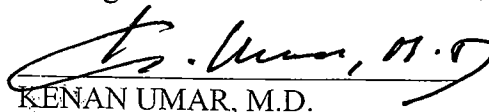
DARREN JOHNSON : CIVIL ACTION
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MOYER, M.D., et al.

VERIFICATION

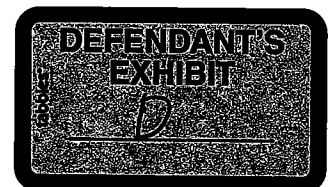
I, Kenan Umar, M.D., hereby verify the following:

1. During the time period from 1990 through 2000 I functioned as the President of Correctional Physician Services, Inc.
2. At no time during that time period did Correctional Physician Services, Inc. have any policy or practice of delaying surgery or other healthcare for inmates at the State Correctional Institution at Graterford.
3. I never knew of any such policy. I never approved of any such policy.
4. On occasion prison officials in the employ of the Commonwealth of Pennsylvania, without the consent of Correctional Physician Services, Inc., would delay the sending of inmates to outside consultants for examinations and to hospitals for treatment for security reasons.
5. At no time did Correctional Physician Services, Inc. approve of this. Most of the time Correctional Physician Services, Inc. was not even aware of it until after the fact.
6. Correctional Physician Services, Inc. had no control over when inmates saw outside consultants.
7. Correctional Physician Services, Inc. did not participate in the transportation or security of inmates. It was not told of these arrangements. It could only recommend treatment.

I hereby verify that the above statements are true and correct to the best of my knowledge, information and belief. I also understand that the statements contained herein are subject to the penalty of perjury pursuant to 28 U.S. §1746 relating to unsworn falsification to authorities.


KENAN UMAR, M.D.

Date: 3.5.2005



July 27, 1999

CHART NOTE

Re: Darren Johnson

CF8751

37 year old inmate at Greaterford who states that he sustained a twisting injury to the right knee while playing volleyball about seven weeks ago. Since then he has been unable to actively extend the right knee. He states that the knee has been giving away during ambulation intermittently. He notes no history of prior right knee injury but does have a history of patellotendon rupture of the left knee secondary to sports in 1993. That knee was operative repaired and the patient has been satisfied with the repair. The past history is otherwise negative. He denies any history of any other systemic illnesses. General health is excellent. He is taking no medications. He denies allergy.

On examination, there is a small effusion of the right knee. There is marked patella alta. He lacks 30-35 degrees of active knee extension. Passive motion is full. There is no ligamentous laxity. There is only slight tenderness over the patellar tendons which to palpation appears attenuated. Distal neurovascular status is intact. There is a transverse incision over the patellar tendon on the left with full active extension on the left.

IMPRESSION:

Status-post patellar tendon rupture. Treatment options discussed with the patient. It was explained that some improvement may be achieved surgically. However, at this point in time there can be no assurance of success. It is quite possible there will be an improvement in active extension but there may be some associated loss of active flexion. He would like to go ahead with surgical construction and repair and this will be scheduled in the future if approved.

RJM
Richard J. Mandel, M.D.

RJM/vms



Peter J. Baddick, D.O.
Medical Director

Diagnostic Reports

Name: [Signature]Date/Time: 8/3-99

NCS

Requires a DC 472 SOAP Note

Approved for Surgery as indicated